

EXHIBIT C

WIDE AREA INFORMATION SERVERS, INC.

CONSULTING AGREEMENT

BETWEEN

WIDE AREA INFORMATION SERVERS, INC.

AND

_____, 19__

WIDE AREA INFORMATION SERVERS, INC.

CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") is entered into this ____ day of _____, 19__ by and between Wide Area Information Servers, Inc., (the "Company") and _____ ("Consultant").

WITNESSETH:

WHEREAS, the Company, in connection with its business, has conducted extensive research activities and as a result thereof has developed and acquired certain inventions, patents and patent rights, confidential know-how and trade secrets; and

WHEREAS, the Company desires to obtain the services of Consultant to assist the Company in its research and development and general business pursuits; and

WHEREAS, Consultant desires to aid the Company by performing such services (hereinafter sometimes referred to as the "Services") in the capacity of an independent contractor and not as an employee of the Company; and

WHEREAS, to enable Consultant effectively to perform such Services it may be necessary for the Company to disclose to Consultant certain of its inventions, confidential know-how, and trade secrets which the Company does not wish disclosed by Consultant to other persons; and

WHEREAS, the Company is desirous of acquiring and Consultant is willing to grant to the Company all rights to any inventions, patents, developments or improvements made or conceived by Consultant in the course of performing the aforesaid Services or as a result of the disclosure to Consultant of the Company's aforesaid inventions, confidential know-how and trade secrets;

NOW, THEREFORE, in consideration of the promises and mutual covenants of the parties, it is agreed as follows:

1. Services to be Rendered.

Consultant agrees to render Company, as an independent consultant, such advice on scientific, technical and other matters as shall be requested by Company and perform such other services for the Company as are set forth on Exhibit A hereto.

2. Time and Place of Work.

Consultant's services shall be available to Company through the period of this Agreement at such times and at such place or places as Company may request and as may be agreeable to Consultant.

3. Compensation.

Company shall pay Consultant fees and/or costs as set forth on Exhibit B hereto.

4. Former or Concurrent Employer Information.

Consultant agrees that he will not, during the term of this Agreement, improperly use or disclose any proprietary information or trade secrets of his former or concurrent employers or companies, and that he will not bring onto the premises of the Company any unpublished document or any property belonging to his former or concurrent employers or companies, if any (except the Company), unless consented to in writing by said employers or companies.

5. Conflicting Obligations.

Consultant represents and warrants that he has the right to enter into and perform this Agreement, and that his entering into and performing this Agreement will not violate the terms of his employment with his current employer, if any, or the terms of any other contract. Consultant certifies that he has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude Consultant from complying with the provisions hereof, including without limitation the provisions of sections 4, 6, and 7 hereof, and further certifies that he will not enter into any such conflicting agreement during the term of this Agreement.

6. Confidential Nature of Work.

(a) Consultant will not, during or after the term of this Agreement, divulge to anyone other than Company's officers (or such other persons as such officers shall designate) or except in the performance of this Agreement, make any use of (i) information or knowledge relating to any project on which the Company shall have worked or shall be working or to the Company's business or to that of the Company's subsidiaries, affiliates, clients, consultants or licensees, or (ii) any trade secrets, confidential knowledge, data or other proprietary information relating to products, process, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, or other original

works of authorship, which Consultant shall have obtained during the term of this Agreement and which are not generally known.

(b) Consultant further agrees that any and all notes, records and drawings made or kept by him in connection with the services performed under this Agreement or in connection with any inventions made or conceived by Consultant which belong to Company pursuant to section 7 shall be and are the sole and exclusive property of Company, and that Company has the sole right to obtain copyrights upon any such writings. Consultant agrees that upon the termination of this Agreement he will place all such notes, records and drawings in Company's possession and will not retain or take with him, without the written consent of Company, any notes, records, drawings, blueprints or other reproductions relating or pertaining to or connected with his services hereunder or with any of the activities of Company.

7. Copyrights, Patents, Inventions, Discoveries, Improvements, Etc.

(a) Consultant agrees that all copyrightable or patentable material, and all other inventions, trademarks, improvements, developments, trade secrets and discoveries conceived, made or discovered by Consultant (the "Intellectual Property"), solely or in collaboration with others, during the period of this Agreement which relate in any manner to the business of Company that Consultant may be directed to undertake, investigate or experiment with, or which Consultant may become associated with in work, investigation or experimentation in the line of business of Company in performing his services hereunder, are the sole property of Company, and Consultant further agrees to assign (or cause to be assigned) and does hereby assign fully to Company all such Intellectual Property and all Consultant's rights with respect to such Intellectual Property.

(b) Consultant agrees that he will assist Company, at Company's expense, in every proper way to secure its rights for the Intellectual Property in any and all countries, including the disclosure to Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Company shall deem necessary in order to apply for and obtain copyrights, trademarks and/or patents (or similar protection) and in order to assign and convey to Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to the Intellectual Property and any applications made in respect thereof. Consultant further agrees that his obligation to execute or cause to be executed, when it is in his power to do so, any such instrument or papers shall continue after the termination of this Agreement with respect to any and all Intellectual Property to be assigned to Company under the provisions of this section 7. If

testimony or information relative to any of said matters or related to any interference or litigation is requested by Company either during the term of this Agreement or following its termination, Consultant agrees to give all information and testimony and do all things requested that Consultant may lawfully do, provided that, if such matters shall be required of Consultant, Consultant will receive reasonable compensation for the time so consumed.

(c) In the event Company should not desire to copyright, patent or otherwise similarly protect any of said Intellectual Property but should desire to keep the same secret, Consultant agrees that he will do all in his power to assist Company in this and will not disclose any information as to the same except with the written consent of Company.

8. Reports.

Consultant agrees that he will from time to time during the term of this Agreement keep Company advised as to his progress in performing the services hereunder, and that he will, if and as requested by Company, prepare written reports with respect thereto. It is understood that the time required in the preparation of such written reports shall be considered time devoted to the performance of Consultant's services and Consultant shall be reimbursed accordingly.

9. Covenant Against Assignment.

It is understood that neither the Agreement nor any right hereunder or interest herein may be assigned or transferred or charged or otherwise dealt with by Consultant without the express written consent of the Company. The Company may assign this Agreement and/or any rights hereunder to any third party in the Company's sole discretion.

10. Indemnity.

Consultant agrees to indemnify and hold harmless the Company and its subsidiaries, if any, and their directors, officers, employees and agents against all losses, liabilities, judgments, awards and costs (including legal fees and expenses) arising out of or relating to the performance by Consultant of its obligations under this Agreement.

11. Nature of Relationship.

It is understood that Consultant is retained by Company as an independent consultant and that he will not act as Company's agent. The Company will not withhold any payroll or other taxes from the consulting fees payable hereunder, nor will Consultant be eligible for any employee benefits from the Company. Consultant

shall be responsible for payment of all taxes on such consulting fees. Consultant will not enter into any agreements or incur any obligations on Company's behalf, or commit Company in any other manner, without Company's prior written consent.

12. Successors.

This Agreement shall inure to the benefit of and be binding upon (i) Company's successors and assigns and (ii) Consultant's heirs, executors and administrators.

13. Term of Agreement.

This Agreement shall be effective as of _____, 19__ and, subject to the next sentence, shall terminate on _____, 19__. In addition, either party may terminate this Agreement on _____ days prior written notice. The provisions of sections 6 and 7 shall survive termination of this Agreement.

WIDE AREA INFORMATION SERVERS, INC.

CONSULTANT

By: _____

Title: _____

EXHIBIT A

DESCRIPTION OF SERVICES
TO BE RENDERED PURSUANT
TO CONSULTING AGREEMENT
BETWEEN WIDE AREA INFORMATION SERVERS, INC.
AND _____

EXHIBIT B

SCHEDULE OF COMPENSATION

TO BE PAID TO _____

BY WIDE AREA INFORMATION SERVERS, INC.

PURSUANT TO CONSULTING AGREEMENT